

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA
Plaintiff

v.

CHERRON MARIE PHILLIPS
aka "Cherron Phillips El," River Tali El Bey,"
"River Tali Bey," River Tali" and "River"
Defendant

No. 1:12-CR-872
Judge Milton L. Shadur

FILED
AUG X 6 2013
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

AFFIDAVIT IN SUPPORT OF MOTION

I Cherron M. Phillips "herein" Affiant being first affirmed under oath depose and state for the record as follows:

Under penalties of perjury as provided by law pursuant to 28 USC 1746 (1), I certify that the statements set forth in this affidavit are true and correct, except as to matters herein stated to be on the information and belief and as to such matters I certify that I verily believe the same to be true.

Affidavit & Statement of Facts

- I am of the age of maturity to make this affidavit and the facts here in.
 - I am mentally competent to make this Official Affidavit of Facts for the Record.
 - I have personal knowledge of the facts in this Affidavit and can testify if needed.
 - I am not a citizen of the United States or subject to its territories under its jurisdiction.
 - This affidavit is made under penalties of perjury and must be responded to by a counter affidavit by any and all parties within 28 days or it will stand as a matter of law.
1. I submit this Negative Averment as to Plaintiff capacity to bring suit.
 2. On November 8th, 2012, the United States of America by Grand Jury charged CHERRON MARIE PHILLIPS herein alleged "defendant" on 18 USC 1521 what is considered a criminal charge for filing false liens in the matter re: United States v. Devon Phillips #06CR778.
 3. That in this particular case the issue was whether the charge brought against the "Defendant" was an act of congress or whether the federal officers usurped their powers provided for by the Constitution of the United States for America.
 4. That each federal officer in that case was bound to their oath as each of them were at that time federal employees.
 5. That the Fourth Amendment protects the people of the United States of America from illegal search and seizures from the government.

6. That the charges brought by the United States of America in case# 06CR778 were not enacted by Congress.
7. That the aggrieved party in this instant matter contacted the United States Attorney General and the Chief Judge of the 7th Circuit for the Northern District of Illinois in order to verify the statute because it did not contain an enactment clause.
8. That both Eric Holder and James Holderman were non responsive to that request.
9. The Affiant contacted National Archives to verify the statute 21 U.S.C 841 and the response was that it could not be verified because it did not have an enactment clause.
10. That the federal officers in that produced no evidence to the contrary.
11. The officers in case #06CR778 acted beyond their constitutional authority.
12. That the Common law court proceeding was composed on February 7th, 2011 to allow the Chief Judge the opportunity to show cause why the statute was imposed in case# 06CR778 by the District court without an enactment clause or the authority of congress.
13. That the Chief Judge was non responsive to that offer.
14. The officers were given notice and an opportunity to show cause why they proceeded beyond their authority, acting outside their oath as federal officers, usurping the law or to show how they obtained their authority.
15. The term "United States of America" is variously used to designate a sovereign power, the territory over which the sovereignty of the United States extends, or the states which are united by and under the Constitution.
16. The sovereignty of the United States consists of the powers existing in the people as a whole and the persons to whom they have delegated it and not as a separate personal entity. Filbin Corp v. U.S. 266 F. 911 (S.C. 1920)
17. When the United States enters into commercial business, it abandons its sovereign capacity and is to be treated like any other corporation. The No. 34, 11 F.2d 287 (D. Mass 1925)

18. The United States is a body politic and corporate. U.S. ex rel. Marcus v. Hess, 317 U.S. 537, 63 S Ct. 379, 87 L Ed 443 (1943); State of Russia v. National City Bank of New York, 69 F 2d 44 (C.C.A. 2d Cir 1934)
19. The United States is republic rather than a democracy. Hawkins v. City of Greenfield, 248 Ind. 593, 230 N.E. 2d 396 (1967) The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened), against domestic Violence. Art IV sec 4.
20. With the above deficiencies by the court there can be no charge in this matter.
21. To avoid any further commercial injury, I do not consent to any further court proceedings or further prosecution in this instant matter as this court has not established any criminal violations between the Plaintiff and the Defendant.

Further Affiant sayeth naught

By: [Signature] on behalf of
Cherron M. Phillips

JURAT

Cook county)
Illinois state) affirmed and subscribed
United States of America)

Subscribed and affirmed before me on this 5th day of August, 2013, by

River Bay, Proved to me on the basis of satisfactory evidence to

be the person(s) who appeared before me.

[Signature]
Notary Public



February 1, 2010

Certified Mail #7001 2510 0002 3865 9340

Cherron Phillips El
c/o U. S. P. S.
c/o Post Office Box [8503]
c/o Chicago Illinois Republic Non Domestic

UNITED STATES DISTRICT COURT NORTHERN DISTRICT
James F. Holderman Chief Judge
219 South Dearborn
Chicago Illinois [60604]

RECEIVED

FEB 26 2010

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

ADMINISTRATIVE NOTICE AND DEMAND

Dear Mr. Holderman:

After considerable review of the Law, it appears that most officers, agents, and representatives of the people are operating outside the venue and subject matter jurisdiction of the law. Every codified law must be certified as constitutional by the supreme court of the state before it can be implemented. I am required to initiate a direct challenge to the Constitutionality of the crime of which I am charged as provided in 28 USC §2403. I am writing this letter because I am a witness to a crime involving case # 06CR 00778 United States vs. Phillips. I am in search of remedy for the law I am currently accused of violating. However if the law does not exist then there is no remedy. If there is no law, there is no violation or crime. Without the remedy the contract may indeed, in the sense of the law, be said to not exist.

"An unconstitutional act is not law, it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed" (Norton vs. Shelby County, 118 U.S 425, pg. 442)

I ask if you could validate the validity, verify, testify and/or certify the Constitutionality of Public Law 91-513 October 27, 1970, also known as the "Controlled Substance Act". The ideas of validity and remedy are inseparable and both are parts of the obligation, which is guaranteed by the Constitution against invasion. The obligation of a contract is the law which binds the parties to perform their agreement.

This is an urgent matter and speedy response would be much obliged. You may provide your response within a reasonable period twenty (20) calendar days from receipt of this request.

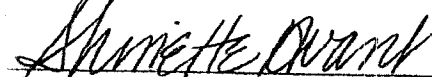
In the event you do not formally answer this demand, you may be considered a party to any past or subsequent adverse action. You may withdraw, in writing, any and all claims, demands and/or encumbrances issued directly or indirectly within the scope of your alleged administrative authority.

Sincerely,


Cherron Phillips El

All rights reserved without prejudice

Affirmed, subscribed and sealed on this 1st day of February 2010


Shinette Avant

Notary Public for Illinois

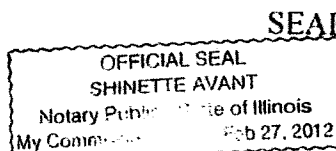


Exhibit A

February 1, 2010

Certified Mail #7001 2510 0002 3865 9357

Cherron Phillips El
c/o U. S. P. S.
c/o Post Office Box [8503]
c/o Chicago Illinois Republic Non Domestic

UNITED STATES DEPARTMENT OF JUSTICE
Eric Holder Attorney General
950 Pennsylvania Avenue N.W.
Washington D.C. 20530

RECEIVED

FEB 26 2010

ADMINISTRATIVE NOTICE AND DEMAND

Dear Eric Holder:

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

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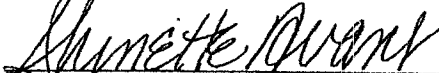
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Sincerely,


Cherron Phillips El
All rights reserved without prejudice

Affirmed, subscribed and sealed on this 1st day of February 2010


Notary Public for Illinois

SEAL

OFFICIAL SEAL
SHINETTE AVANT
Notary Public ; State of Illinois
My Commission Expires Feb 27, 2012

CHICAGO CITIZEN NEWSPAPER
806 E. 78TH STREET
CHICAGO, ILLINOIS 60619
(773) 783-1251

The Chicago Citizen Newspaper Group hereby certifies that the advertisement listed below was published in our publication on:

January 10, 2007
(DATE OF PUBLICATION)

January 17, 2007
(DATE OF PUBLICATION)

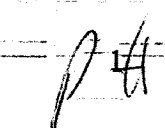
January 24, 2007
(DATE OF PUBLICATION)

January 31, 2007
(DATE OF PUBLICATION)

COPYRIGHT NOTICE:

COPYRIGHT/TRADEMARK NOTICE: All rights reserved regarding common-law copyright of trade-names/trade-marks CHERRON MARIE PHILLIPS EL©™ and [REDACTED] L©™ as well as any and all derivatives and variations in the spelling of any of said trade-names/trade-marks, not excluding "Cherron Marie Phillips El" and [REDACTED]" respectively-Common Law Copyright © 1970,1990, 2006 respectively by Cherron Marie Phillips EL©™. Said common-law trade-names/trade-marks, i.e. CHERRON MARIE PHILLIPS EL©™ and [REDACTED] L©™ may neither be used nor reproduced, neither in whole or in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Cherron Marie Phillips EL©™ or [REDACTED] ©™ as signified by the red-ink signature of Cherron Marie Phillips EL©™ and [REDACTED] ©™, hereinafter known as "Secured Party" and "Holder In Due Course." **With the intent of being contractually bound,** any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display nor otherwise use in any manner, any of the common-law trade-names/trade-marks CHERRON MARIE PHILLIPS EL©™ and [REDACTED] ©™ nor the common-law copyright described herein, nor any derivative of, nor any variation in the spelling of CHERRON MARIE PHILLIPS EL©™ and [REDACTED] L©™ without the prior, express, written consent and acknowledgement of Secured Party and Holder In Due Course, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of any of CHERRON MARIE PHILLIPS EL©™ and [REDACTED] ©™, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for any of the purported debtors, i.e. "CHERRON MARIE PHILLIPS EL" and "[REDACTED]", nor for any derivative of, nor for any variation in the spelling of, any of said names, nor for any other juristic person, and is so-indemnified and held harmless by CHERRON MARIE PHILLIPS EL© Debtor in PRIVATE AGREEMENT [CMPEL-070770-PA], [JJAEL-032790-PA] and HOLD-HARMLESS AND INDEMNITY AGREEMENT [CMPEL-070770-HHIA], [JJAEL-032790-HHIA] and INDEMNITY BOND dated the Sixteenth Day of the Eleventh Month in the Year of Our Lord Two Thousand and Six against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, cost, fines, liens, levies, penalties, damages, interests and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on and incurred by Debtor CHERRON MARIE PHILLIPS EL©™ and [REDACTED] ©™ for any and every reason, purpose, and cause whatsoever. **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally "User" and/or "Issuer" consent and agree that any use of any of CHERRON MARIE PHILLIPS

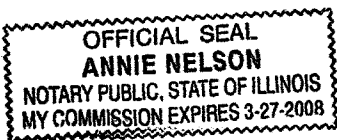
Exhibit B

By  [REDACTED]

EL©™ and [REDACTED] L©™ other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common law copyrighted/Trademark property, contractually binds User and/or Issuer, and renders this Copyright/Trademark Notice a Security Agreement wherein User and/or Issuer is a debtor and Cherron Marie Phillips El©™ and Joshua Jamal Anderson El©™ is a Secured Party and Holder In Due Course, and signifies that User and /or Issuer: (1) grants Secured Party a security interest in all of User's and/or Issuer's assets, land and personal property, in the sum certain amount of \$1,000,000.00 per each occurrence of use of any of the common-law-copyrighted trade-names/trade-marks CHERRON MARIE PHILLIPS EL©™ and [REDACTED] L©™ as well as for each and every occurrence of use of any and all derivatives of, and variations in the spelling of, respectively, CHERRON MARIE PHILLIPS EL©™ and [REDACTED] L©™ not excluding "Cherron Marie Phillips El©™" and "[REDACTED]" respectively, plus cost, plus triple damages; (2) authenticates this Security Agreement wherein User and/or Issuer are debtors and Cherron Marie Phillips El©™ is Secured Party and Holder In Due Course, and wherein User and/or Issuer pledges all of User's and/or Issuer's property, i.e. all assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-or-credit rights, chattel paper, instruments, deposits accounts, accounts, documents, and general intangibles, and all User's and/or Issuer's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's and/or Issuer's contractual obligation in favor of Secured Party for User's and/or Issuer's unauthorized use of Secured Party's common-law copyright property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement in the UCC filing office, as well as in any count recorders office wherein User and/or Issuer is debtor and Cherron Marie Phillips El©™ and [REDACTED] L©™ is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's and/or Issuer's property and interest property, pledged as collateral in this Security Agreement and described above in paragraph "(2)", until User's and/or Issuer's contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3) and "(4)", as well as the filing of any Security Agreement, as described above in paragraph "(2)", in the UCC filing office, as well as in any count recorder's office; (6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default regarding User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use: Payment Terms: In accordance with fees for unauthorized use of any of Cherron Marie Phillips El©™ and [REDACTED] L©™ as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within (10) days of the date User is sent Secured Party invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In the event of non-payment in full of all unauthorized-use fees by User within ten (10) days of the date Invoice is sent, User shall be deemed in default and: (a) all of User's personal property and interest in property pledged as collateral by User, as described above in paragraph "(2)", immediately becomes, i.e. is property of Secured Party and Holder In Due Course; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion,

deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property, as described above in paragraph "(2)", formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use, "that Secured Party, again in Secured Party's sole discretion deems appropriate. Terms for Curing Default: Upon even of default, as set forth above under "Default Terms", irrespective of any all of User's former property and interest in property, in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms", User may cure User's default re only the remainder of User's former property and interest in the property formerly pledged as collateral that is neither in possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice with said twenty (20) day period set forth above under "terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day default -curing period. Ownership subject to common-law copyright and UCC-1 SOSIL Financing Statement and Commercial Security Agreement filed with the ILLINOIS Department of State UCC Unit [filing office], Record Owner: Cherron Marie Phillips El©™, Autograph Common Law Copyright ©1970,1990, 2006. Unauthorized use of any of "Cherron Marie Phillips El" and "Joshua Jamal Anderson El" incurs same unauthorized-use fees as those associated with CHERRON MARIE PHILLIPS EL©™ and [REDACTED]©™, respectively, as set forth above in paragraph "(1)" under " Self-executing Contract/Security Agreement in Event of Unauthorized Use".

(NOTARY)

CHICAGO CITIZEN NEWSPAPERS
(NAME OF PUBLISHING COMPANY)

BY 
(SIGNATURE OF PUBLISHER)

(SEAL)

AFFIDAVIT OF SERVICE

Cook county)
Illinois state) affirmed and subscribed
United States of America)

It is hereby affirmed and certified that on the date noted below, the undersigned mailed to:

United States District Court
Clerk of the Court
219 S. Dearborn
Chicago IL 60604

Stephen R. Wigginton U.S. Attorney
Nathan D. Stump AUSA
U.S. Attorney's Office
9 Executive Drive
Fairview Heights, IL 62208

Certificate of Mailing

Hereinafter "Recipient(s) the documents and sundry paper regarding United States v. Phillips
No. 1:12-cr- 0872 as follows:

1. Notice of Motion
2. Motion to Object to Further Proceedings
3. Exhibits Attached

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 5th, 2013

J. Anderson
Affiant

J. Anderson
c/o PO Box 802625
Chicago Illinois [60680]

JURAT

Cook county)
Illinois state) affirmed and subscribed
United States of America)

Subscribed and sworn to (or affirmed) before me on this 5th day of August, 2013
by J. Anderson proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



T. Hoyer
(Signature of notarial officer)

Title: _____ Notary Public _____

Printed Name: T. Hoyer